



**City of Leominster, Massachusetts
Office of the Purchasing Agent**

**Invitation for Bids
For
Vocational School Commercial Training Equipment**

Bids Due: 11:30 A.M., April 14, 2016

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INVITATION FOR BIDS

Vocational School Commercial Training Equipment

GENERAL REQUIREMENTS

Qualified bidders (vendors) are invited to submit a bid in response to this Invitation for Bids (IFB). Before submitting a bid, each bidder must make a careful study of all specifications and bidding/contract requirements and fully assure themselves as to the quality and quantity of the equipment required by this IFB.

The successful bidder will be bound by all applicable statutory provisions of laws of the Federal Government, the Commonwealth of Massachusetts and of the City of Leominster.

Bids that are incomplete, not properly endorsed or signed, or are otherwise contrary to these instructions may be rejected as informal by the Purchasing Agent. Conditional bids will not be accepted. The City reserves the right to reject any and all bids, to waive any irregularities, to allow exceptions to the attached specifications and to make an award in a manner deemed in the best interest of the City.

If, at the time of the scheduled bid opening, Leominster City Hall is closed due to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 P.M. on the next normal business day. Bids would be accepted until that extended date and time.

As provided by Massachusetts General Law, Chapter 64H, section 6(d), purchases made by the City of Leominster are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.

No subcontracting of any work is allowed under this bid/contract without prior written approval of the Purchasing Agent. The successful bidder will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the prior written consent of the Purchasing Agent of the City.

All submitted bids and associated quoted prices must be guaranteed to the City of Leominster for a period of thirty (30) days from the bid submission date.

If bidders have any questions concerning the terms and conditions set forth in this Invitation for bids, said questions must be submitted in writing to the Purchasing Agent, no later than three (3) business days prior to the date provided for submission of bids. No further consideration will be given after the bid opening.

Bids may be withdrawn without penalty prior to the time and date specified for the bid submission deadline. Requests to withdraw a bid must be made in writing, addressed to the Purchasing Agent.

All IFB requirements, including these General Requirements shall constitute a part of the contract of services. A copy of the successful bidder's offer/bid will be incorporated herein and made a part of the contract as well.

Governing Law & Entire Agreement

The contract that is issued as a result of this IFB, and any disputes hereunder will be construed and interpreted in accordance with the laws of Massachusetts. The Vendor agrees that any and all legal proceedings between the parties, regardless of legal theory, will be brought exclusively in a state or federal court in Massachusetts and the Vendor consents to such jurisdiction.

This resulting contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. The Contract will not be modified or amended except by a written document executed by the parties hereto.

EQUALITY OF MATERIALS

All proprietary specifications, or proprietary names used for items listed in the specifications, are shown for purposes of description only and are not intended, nor should they be interpreted, to be an endorsement of any particular proprietary item. The words "or equal" are understood to follow all names of proprietary products, trade names, catalog numbers and detailed descriptions and shall be interpreted to mean any material, article, assembly or system, which in the opinion of the City of Leominster is at least equal in quality, durability, appearance, strength and design to the equipment specified and will perform at least equally the functions imposed by the general design. The words "or equal" shall not be construed to permit substantial departure from the requirements of the specifications. The provisions of Massachusetts's General laws shall govern.

Each bidder shall clearly identify each individual item they propose to furnish in which a deviation occurs, in any respect to that which is specified, by submitting with their bid proposal a complete itemized list identifying each and every item wherein a deviation is proposed. The bidder shall, upon request and without cost to the City of Leominster, furnish documents, independent laboratory test, and similar authenticated proof material to substantiate the deviation, that they propose in their bid, and that such deviation is "equal to" or "exceeding" that which is specified. Bid proposals offering deviations shall be submitted in strict conformance to the requirements and procedures described herein, and failure to comply shall be just cause for rejection of the bid or the enforcement of supplying the item or items of equipment exactly as specified, without exception or recourse.

Questions regarding this Invitation for Bids (I.F.B.) document, submission requirements, or any other questions can be directed to Greg Chapdelaine, Purchasing Agent, telephone: 978-534-7532, ext.244, or by e-mail at gchapdelaine@leominster-ma.gov

INVITATION FOR BIDS

Vocational School Commercial Training Equipment

BID SPECIFICATIONS

The School Department of the City of Leominster is seeking to purchase various pieces of commercial training equipment for its vocational school program. The successful bidder will be responsible for supplying and installing all of the requested new equipment as required in the specifications outlined below. The bidder must supply all labor and materials necessary to deliver & install the new equipment required by this bid.

One contract will be awarded to the one responsive and responsible bidder offering the lowest price for all items contained in this bid. The contract that is awarded as a result of this Invitation for Bids will be effective upon completed execution of a contract signed by both the successful bidder and the appropriate City officials. The contract shall be in effect from the date of execution of the contract, and until such time that the required equipment is delivered, installed, and demonstrated as fully operable, with final approval given by the Leominster School Department.

CHANGES TO THE CONTRACT

Any modifications, orders, instructions, etc., given verbally or in writing by any representative of the City other than the Purchasing Agent, that change, modify or alter the Contract in any manner, will NOT be binding upon the City or the respective Department for whom the equipment is being sold/delivered to. Any work performed, or parts provided that are not covered by this Bid/Contract or a signed Change Order issued by the Purchasing Agent; is performed at the sole risk of the Vendor.

REFERENCES

References are NOT required to be submitted with the bid. The City reserves the right to require bidders to supply references.

In the event that references are requested, the bidder must submit a reference list of clients who they have performed work for/supplied equipment to, over the past three (3) years. The list must include contact names and telephone numbers. The City is to have express permission to contact these people, either by phone, written correspondence or in person, as to past performance. The City reserves the right to contact any entity that the Bidder has conducted business with or for, either currently or in the past, for the purpose of reviewing past work history. Any negative references received will be grounds for the rejection of a bid.

INVOICING

The Vendor will submit an invoice for all equipment supplied, upon or after delivery & installation of said equipment is accepted by the City. The invoice will be addressed to the City of Leominster School Department, 24 Church Street, Leominster, MA 01453, and must show the City Contract Number on it. The invoice must clearly indicate that it is billing for the purchased equipment, and must clearly show the bid pricing as listed in the Bid Price section of this contract. Invoices that are not submitted in this manner will not be paid and interest charges will not be allowed to accrue. The City will pay all invoices within forty-five (45) days of receipt of the invoice. If discount terms are available, they must be indicated on the invoice.

COMMERCIAL TRAINING EQUIPMENT SPECIFICATIONS

The Leominster School Department is seeking to purchase three different pieces of brand-new commercial training equipment for use in their Vocational School program (Center for Technical Education & Innovation). The equipment must be designed for presenting various technical training scenarios, to instruct students on real-world equipment repair applications.

The equipment described below is all Hampden Engineering Corporation brand, vocational technical equipment. These equipment descriptions are used to provide bidders with detailed information on the type of equipment the Leominster School Department is seeking to purchase. Bidders may supply Hampden type equipment, or any other brand of equipment that meets these minimum specifications, that are designed to function as a piece of vocational school teaching equipment for the respective trades each piece of equipment is designed for.

A) Hampden Commercial Multi-Compressor Rack Refrigeration System Trainer (model #H-CRT-4B)

This piece of training equipment must be designed to provide students with a thorough understanding of the refrigeration cycle, including measurement of pressure, vacuum, flow rate, and temperature. All system components must be panel-mounted to provide easy access for testing and troubleshooting. The trainer must come with an integral fault package, comprised of preset electrical faults mounted in a locking box mounted on the trainer device. The trainer must be delivered fully assembled and ready to use. Students will use this training device to learn how to program, operate, troubleshoot and service a multi-compressor refrigeration system. Compressors must be able to run individually, in pairs and as a group just like systems found in the industry. The included fault package must be able to create malfunctions that can be inserted into the system, requiring the student to troubleshoot and provide a solution. This training device must come equipped with the following components;

1. Three (3) scroll compressors
2. Two (2) evaporators, with temperature sensors
3. Two (2) T.E.V. valves
4. Air-cooled condenser
5. Oil separator
6. Oil filter
7. Oil reservoir with two sight glasses
8. Three (3) oil level solenoids
9. Oil differential check valve
10. Liquid receiver
11. Cartridge type filter-drier
12. Take-apart suction line for filter-drier cartridge
13. Sight glass
14. Suction accumulator
15. Suction shell
16. Pressure transducer, one high and one low
17. Suction pressure gauge
18. Discharge pressure gauge
19. Three (3) high/low pressure switches

20. Head pressure control valve
21. Controller
22. O/I Board box
23. Load center
24. Lexan enclosed cold box
25. Four (4) heat load shutters
26. Electrical fault package
27. Factory-charged with R-404A HFC refrigerant

B) Hampden Solar Heat and Solar Photovoltaic Trainer (model #H-SHSP-1)

This piece of training equipment must be designed as a fully mobile solar heat solar photovoltaic control system trainer which lets the student technician examine the hot water and electrical layouts and operational features normally associated with a solar heating system and photovoltaic power source. The trainer must be delivered fully assembled and ready to use. The trainer must come with an integral fault package, comprised of preset electrical faults mounted in a locking box mounted on the trainer device. Students will use this training device to learn how to program, operate, troubleshoot and service a solar hot water and PV system. The training device must be able to work as a self-contained unit using energy from the sun to produce electricity and hot water. The included fault package must be able to create malfunctions that can be inserted into the system, requiring the student to troubleshoot and provide a solution. This training device must come equipped with the following components;

1. Flat panel solar cell collector
2. Tube type solar cell collector
3. Two (2) circulation water pumps
4. Water storage tank
5. Heat exchanger
6. Air separator
7. Air handler
8. Solar heating coil
9. Automatic air vents
10. Thermostat
11. Flowmeters
12. Gauges
13. Thermometers
14. Two (2) 55-watt poly-crystalline solar panels
15. Charge controller
16. 12V deep cycle battery
17. 375-watt DC to AC inverter
18. 0-15 VDC meter
19. 0-150 VAC meter

C) Hampden Heat Pump Trainer (model H-HPT-3)

This piece of training equipment must be designed to simulate the split system heat pump. Split system heat pump units are designed for use with a wide variety of fossil fuel furnaces, electric furnaces, air handlers, and evaporator coil combinations. The trainer must be delivered fully assembled and ready to use. The trainer must come with an integral fault package, comprised of preset electrical faults mounted in a locking box mounted on the trainer device. Students will use this training device to learn to program, operate, troubleshoot and service a heat pump system. The included fault package must be able to create malfunctions that can be inserted into the system, requiring the student to troubleshoot and provide a solution. This training device must come equipped with the following components;

1. Fused main disconnect switch
2. Compressor contactor
3. Capacitor
4. Low pressure switch
5. Heater relay with two (2) circuit boards
6. Three (3) heater overloads
7. Defrost sensor
8. Defrost circuit board
9. Variable speed blower
10. Static pressure regulating damper
11. Low voltage heat pump control transformer
12. Thermostat
13. Four-way reversing valve
14. High pressure switch
15. Fan control
16. Programmable heat pump thermostat
17. RTD element
18. Mobile cart with four (4) swivel casters

EQUIPMENT DEMONSTRATION

Bidders may be required to make the actual equipment to be supplied available for inspection and demonstration before any award is made. Failure to comply with this request will result in the REJECTION of your bid. Identical equipment already in use at another location, within 50 driving miles of Leominster City Hall, may be used for demonstration purposes.

EQUIPMENT DELIVERY & INSTALLATION

Delivery of all equipment must be to the Leominster High School Center for Technical Education, 122 Granite Street, Leominster, Massachusetts, 01453. Delivery of equipment will be FOB Destination, freight prepaid. The Vendor (i.e. Shipper) will retain all Risk of Loss for damage to equipment while in transit, and until equipment is delivered to Leominster High School, and set in place inside of the building. Delivery of all equipment must be inside the building, and set in place. The City would like installation of all equipment to be as soon as possible after the contract is finalized, with complete, operable training equipment ready for use within one (1) week after installation begins. All delivery and installation charges must be included in your bid price. No separate or additional costs/fees will be paid.

Bidders are required to fully inform themselves of existing conditions of the delivery/installation site where all equipment is to be delivered and installed under this contract. Lack of knowledge or unfamiliarity of the delivery/installation site after the bid has been awarded will not excuse non-compliance with the delivery and installation requirements contained in this bid document.

Delivery Deadline

All equipment must be delivered and installed at Leominster High School no later than **Friday, June 24, 2016**. This purchase is being funded by a State Grant, and failure to deliver & install the equipment by this date will result in non-payment for said equipment.

WARRANTY

Two (2) year manufacturer's warranty covering parts and on-site labor must be provided for each machine. Warranty begins on date of installation of the equipment at the Leominster School Department site, with all machines being demonstrated as fully operable at that time.

The warranty applies to the merchantability of all equipment & materials supplied and installed by the Vendor as well as all installation work performed by the Vendor.

All warranty paperwork for all equipment must be delivered to the Leominster School Department before any payment will be paid for the equipment.

EXCEPTIONS & EQUIPMENT COMPATIBILITY

All equipment offered must meet the minimum specifications provided herein. No major exceptions are allowed. Any and all deviations from these specifications MUST be stated on a separate sheet, listed in the order of the items shown herein. Manufacturer/sales specification sheets alone are NOT an acceptable means of explaining deviations and/or exceptions. Deviations/exceptions offered must be equal to or exceed the original specification listed. Final determination as to whether any deviation/exception offered is acceptable will be at the sole discretion of the City of Leominster. The City's decision will be final.

BID PRICING

Bid prices must cover all contingencies, including all equipment, materials, accessories, warranties, delivery/shipping costs, installation charges, demonstration of equipment operability, labor of any kind, etc., necessary for the furnishing and installation of all items required by this bid. No separate or additional costs, fees or expenses will be paid by the City.

The City of Leominster will not pay any down payment, security deposit or any type of up-front payment toward the purchase of this equipment. Only the total purchase price will be paid upon delivery & installation of the equipment and transfer of all warranty paperwork.

Bid Award Determination

The bid/contract will be awarded to the bidder who offers the overall lowest price for all items contained in this bid.

PRICE ESCALATION CLAUSE

Prices offered by the bidder must be firm and not subject to increase during the term of the Contract. Price escalation clauses over and above the total submitted bid price(s) are not allowed. Only the total bid price(s) will be accepted. Bidders can not insert/include a statement indicating their price(s) will increase during the life of this contract above or beyond their submitted bid price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of your bid.

CERTIFICATION REGARDING DEBARMENT

By execution of the bid/contract documents, the Contractor/Vendor and all of its principals and owners certifies under penalties of law that they are not presently debarred, suspended or otherwise ineligible for the award of any contract by any governmental body (i.e. city, town, govt. agency) within and including the Commonwealth of Massachusetts and the Federal Government; and that all subcontractors used in the performance of this contract meet these same qualifications.

SUBMISSION REQUIREMENTS

Bidders must be able to comply with all of the IFB specifications in order for your bid to be accepted. Please read all of the IFB specifications and follow all instructions in preparing your IFB response. Failure to respond properly may result in the REJECTION of your bid.

Bids for Vocational School Commercial Training Equipment will be received in the Office of the Purchasing Agent, City Hall, 25 West Street, Leominster, MA 01453, until the deadline for submission stated below, at which time all bids received will be publicly opened and read in the presence of such bidders as desire to be in attendance.

Bidders must submit **two (2) exact copies** of their bid submission with all required information included. The Bid Submission must be submitted in a **sealed envelope** bearing on the outside the name and address of the Bidder, addressed to the Purchasing Agent of the City of Leominster. The required forms must be properly filled out, signed, sealed and endorsed, and included with your bid submission. Telephone responses, faxed, or e-mailed replies will not be accepted.

The Bid Submission envelope must be labeled:

“Vocational School Commercial Training Equipment”

Complete bid packages must be received by:

11:30 A.M. April 14, 2016

In the Office of the Purchasing Agent
Attn: Mr. Greg Chapdelaine, Purchasing Agent
City Hall
25 West Street
Leominster, MA 01453

Each firm desirous of consideration will submit the following

1. All Bid Submissions must be signed by the Bidder or a representative of the Bidder authorized to act on behalf of the Bidder.
2. The Company Information form, Non-Collusion form, Certificate of Authority form and Addenda Acknowledgement Form must be included with your Bid Submission.
3. All Bid Submissions must state firm pricing for all required equipment as listed in this IFB.
4. All other information as necessary to comply with the requirements of this Invitation for Bids as well as any other information that the Bidder believes would be beneficial to the City in considering your bid. It is understood that upon written request from the City Purchasing Agent, a bidder may be required to submit further information to support the bidder's qualifications.

TO BE RETURNED WITH BID SUBMISSION

Invitation for Bids: To the City of Leominster, herein called the Owner, acting through its Purchasing Agent, for the purchase of Vocational School Commercial Training Equipment

Bidder's attention is called to Chapter 268A of the Massachusetts General Laws. In connection with this statute, bidders are required to submit the following information and any other information deemed necessary by the bidder. All of the following information regarding the bidder must be completed:

Please indicate business type by placing an X next to the appropriate category:

Corporation ☐

Partnership ☐

Proprietorship ☐

If a Corporation

Full Legal Name _____

State of Incorporation _____

If a Partnership

Full Legal Name _____

If a Proprietorship/Individual

Name of Owner/Individual or d/b/a _____

Principal Place of Business _____

Place of Business in Massachusetts _____

Business Mailing Address _____

Telephone Number: _____ Ext. _____

Qualified to do business in Massachusetts

☐

YES

☐

NO

Give full names and titles of all the persons and parties interested in the foregoing proposals. (Note: give first and last names in full; in cases of corporations, give names of President, Treasurer and Manager; and in cases of partnerships give names of the individual partners.)

Name

Title

A foreign corporation is required to submit its' certification of corporation from the Massachusetts State Secretary's Office, as required by chapter 181 of the Massachusetts General Laws.

TO BE RETURNED WITH BID SUBMISSION

Bid For – Vocational School Commercial Training Equipment

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract as aforesaid within ten (10) days (not including Saturday's Sunday's or Legal Holiday's) from the Owner to him, according to the address given herewith, that the contract is ready for signature, The Owner may by option determine that the Bidder has abandoned the contract and thereupon the bid deposit (if required) shall become the property of the Owner as liquidated damages.

Pursuant to M.G.L. Chapter 62C, section 49A, I/we certify under the penalties of perjury that to the best of my/our knowledge and belief, I/we have filed all state tax returns and paid all state taxes required under law.

The undersigned certifies under penalties of perjury that this Bid is made in good faith and is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned certifies that no official or employee of the City of Leominster, Massachusetts is pecuniarily interested in this Bid or in the contract that the Bidder offers to execute or in profits expected to arise therefrom.

The undersigned as Bidder declares that the only parties interested in this Bid as principals are named herein; that the Bid has carefully examined the specifications therein referred to; and they propose and agree that if this Bid is accepted they will contract with the Owner in accordance with the specifications, to provide all necessary work to be done and also furnish all the materials specified in the manner and time prescribed and according to the requirements as set forth; and that they will take in full payment the sum(s) as offered in this Bid.

Social Security Number or
Federal Identification Number

Type Name of Person Signing Bid

Date _____

Signature

Title

Company Name

Street Address

City, State, Zip

TO BE RETURNED WITH BID SUBMISSION

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

it was VOTED that:

(Name) (Officer)

of this company, be and he/she hereby is authorized to execute contracts and bonds in the name, and on behalf of, said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

_____ under seal of the Company; will be binding upon this Company.
(Officer)

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

I hereby certify that I am the _____ of _____
(Title) (Name of Corporation)

_____ and that _____
(Officer/Name)

is duly elected _____ of said company; and the above vote has not
(Position/Title)

been amended or rescinded and remains in full force and effect as of the date of this contract.

CORPORATE SEAL:

Clerk's Signature

Clerk's Printed Name

TO BE RETURNED WITH BID

**CITY OF LEOMINSTER, MASSACHUSETTS
OFFICE OF THE PURCHASING AGENT**

INVITATION FOR BIDS: VOCATIONAL SCHOOL COMMERCIAL TRAINING EQUIPMENT

Addenda Acknowledgement

Bid Opening Date: 11:30 A.M. April 14, 2016

The Bidder acknowledges receipt of the following addenda:

Addenda # _____ Dated: _____

Addenda # _____ Dated: _____

Addenda # _____ Dated: _____

Addenda # _____ Dated: _____

-- OR --

None: _____

Signature of Authorized Agent

Company Name (Please Type)

Printed Name & Title

(Date)

TO BE RETURNED WITH BID
CITY OF LEOMINSTER, MASSACHUSETTS
OFFICE OF THE PURCHASING AGENT
BID SUBMISSION FORM

INVITATION FOR BIDS: VOCATIONAL SCHOOL COMMERCIAL TRAINING EQUIPMENT

Multi-Compressor Rack Refrigeration System Trainer - Bid Price: \$ _____

Brand & Model # _____

Solar Heat and Solar Photovoltaic Trainer – Bid Price: \$ _____

Brand & Model # _____

Heat Pump Trainer - Bid Price: \$ _____

Brand & Model # _____

TOTAL BID PRICE FOR ALL TRAINERS: \$ _____

EQUIPMENT DELIVERY

Bidders must indicate an estimated delivery & installation time from the date the contract is signed. Please refer to section titled “Equipment Installation” for full details.

Delivery Time: _____ weeks

Signature of Authorized Agent

Company Name (Please Type)

Printed Name & Title

(Date)